

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Mr. Milos Ivkovic

2. Registration Number
6987

3. Name of Foreign Principal
Mr. Moise Katumbi

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 11/09/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will be compensated for services rendered between November 15, 2021 and January 31, 2022.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see original registration.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Please see original registration.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/30/2021Milos Ivkovic/s/Milos Ivkovic

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

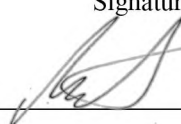
Date

Printed Name

Signature

11/11/2021

Milos Ivkovic



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November 9, 2021

Milos Ivkovic
International Arbitrator
Postfach 0001
5700 Zell am See
Salzburg, Austria
UID / VAT: ATU75114109

Re: Consultant Retention Agreement

Dear Milos:

This will confirm that King & Spalding LLP (“Counsel” or “us”), acting as attorney and agent on behalf of its client Gov. Moise Katumbi Chapwe (“Client”), is retaining Milos Ivkovic (“you”) to provide consulting services to assist Counsel in providing Client with legal advice and representation with the goal of strengthening the legal, economic and social cooperation between the U.S. and the Democratic Republic of Congo (the “Matter”). This letter sets forth the terms of Client’s engagement of Consultant.

1. *Scope of Engagement.* As Client has directed, you will carry out your work as instructed by Counsel. Consultant’s services will be in the areas of your practice and expertise regarding certain issues in the Matter. In particular, for this Matter, you will provide bona fide expert’s opinions on the issues of voting and human rights in the Democratic Republic of the Congo between November 15, 2021, and January 31, 2021 (“Services”). The Services will be rendered at your principal place of business, i.e., outside the territory of the United States. You may be by exception invited to additionally attend some meetings Counsel deems reasonably necessary, whether with US Government or not, between November 15, 2021 and January 31, 2021 (“Meetings”). You will limit your work to those tasks unless Counsel requests you to expand the areas of your services.

2. *Fees and Expenses.* As compensation for the Services rendered at your principal place of business, Client will pay you the fee applicable to ICSID arbitrators commencing

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November 15, 2021 and continuing through January 31, 2021, unless the period is extended in writing. The fee will in any event be capped at \$15,000. You will submit invoices the latest by February 15, 2022. Reasonable and customary expenses you incur in providing the Services will be included in your monthly payment. The latter provisions does not apply to Meetings. If you accept to attend any in-person Meetings, you may claim an allowance of a maximum of \$3,000 per trip, covering solely reasonable travel and accomodation costs. For avoidance of any doubt, compensation for attending the Meetings in the United States is not covered by the definition of Services and is strictly excluded. The firm will remit the amount of your invoices promptly after receiving the funds from Client. You agree that Client is solely responsible for payment of your fees and expenses. It is understood that your fees are not contingent on a particular outcome of you Services and that you have not promised or predicted developments or results of the Matter.

3. *Confidentiality.* Because of the nature and purpose of the Services, you agree that all written, oral, and electronic communications in connection with the Matter between you and Counsel or Client shall be assumed to be protected by the attorney/client privilege and other privileges and protections against disclosure. Therefore, you agree not to disclose to any person or entity, including a governmental entity, any information pertaining to the Matter, your Services, or any materials in any medium that you provide to Counsel or Client or that you obtain in the course of performing your Services ("Confidential Information") without the express, prior, written approval of Counsel.

You agree that, if you receive a written or oral, formal or informal request that you disclose or provide any Confidential Material to any person or entity, including a governmental entity, whether by subpoena, investigative demand, order, or otherwise, you will immediately inform Counsel of the request and will decline to disclose or provide any Confidential Information to the person or entity making the request until Counsel has reviewed the Confidential Information requested and determined whether to assert a privilege or other protection against disclosure on behalf of Client or Counsel. You also agree that you have no authority to waive any privilege or protection belonging to Client or Counsel and that your obligations of confidentiality will continue after the end of the Matter and your Services for as long as the Confidential Information is not generally known to the public.

4. *Conflicts.* You represent that your providing the Services to Client will not create a conflict between Client's interests and any of your past or present clients' interests and will not breach or violate any obligation to which you are bound. You agree not to undertake work that could result in a conflict with Client's interests.

5. *Legal Compliance.* You represent that you are in compliance with and agree that you will comply with all United States and non-United States, federal, state, local, and other statutes, regulations, and legal requirements that pertaining to you or to the Services.

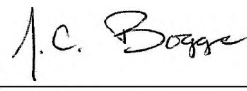
6. *Termination.* Counsel or Client may terminate this agreement upon notice to you and agree to pay your fees and expenses for Services that you incurred through the date of the notice. You agree to return all Confidential Information to Counsel, or, at Client's or Counsel's direction, to securely destroy it and certify the secure destruction.

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Please countersign and return a copy of this letter to acknowledge that it sets out the terms of our agreement.

Very truly yours,

KING & SPALDING LLP

By 

J.C. Boggs

Attorneys for Gov. Moise Katumbi Chapwe

AGREED TO AND ACCEPTED:

Milos Ivkovic

By 

Date: November 9, 2021